

*BY adding to**Article – Commercial Law**Section 14-2502.1**Annotated Code of Maryland**(2000 Replacement Volume and 2004 Supplement)**BY repealing and reenacting, without amendments,**Article – Commercial Law**Section 14-2503(a)**Annotated Code of Maryland**(2000 Replacement Volume and 2004 Supplement)*

## BY repealing and reenacting, with amendments,

Article – Commercial Law

Section ~~14-2503~~ 14-2503(b) and (f)(1) and 14-2504(7)

Annotated Code of Maryland

(2000 Replacement Volume and 2004 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

**Article – Commercial Law**14-2502.1.

(A) THE SELLER OF A HEARING AID MUST BILL ANY FEE FOR DIAGNOSTIC TESTS SEPARATELY FROM ANY CHARGES FOR THE PURCHASE AND FITTING OF A HEARING AID.

(B) A SEPARATELY BILLED FEE FOR A DIAGNOSTIC TEST IS NOT SUBJECT TO REFUND UNDER § 14-2503 OF THIS SUBTITLE.

## 14-2503.

(a) Within 30 days of the date of delivery, a purchaser of a hearing aid may cancel the purchase for any reason, by mailing or delivering a notice of cancellation to the seller of the hearing aid at the address specified in the contract.

(b) (1) Cancellation of the purchase entitles the purchaser to a refund of the entire consideration paid, less ~~£10 percent for services~~ AMOUNTS IDENTIFIED AS NONREFUNDABLE IN ACCORDANCE WITH PARAGRAPH (2) OF THIS SUBSECTION AND PAYMENTS MADE FOR DIAGNOSTIC TESTS IF BILLED SEPARATELY.

~~£~~(2) If the actual documented expenses incurred by the seller for the fitting, delivery, and return of the hearing aid to the manufacturer are in excess of 10 percent of the purchase price, the seller may retain an amount equal to these expenses only if:

(i) The amount is conspicuously identified as “nonrefundable” on the contract or bill of sale for the hearing aid; and